

CITY OF MOUNTAIN VIEW  
COMMUNITY SERVICES DEPARTMENT

Request for Proposals

For

LANDSCAPE ARCHITECT DESIGN SERVICES

FOR

KLEIN PARK PLAYGROUND EQUIPMENT  
RENOVATION

PROJECT 05-46

NOVEMBER 2004

## **REQUEST FOR PROPOSALS FOR KLEIN PARK ARCHITECTURAL SERVICES**

### **1. INTRODUCTION**

The City of Mountain View seeks a landscape architect to provide design services for a playground equipment renovation project at Klein Park. The City of Mountain View has been improving playgrounds in City parks to enable the facilities to comply with the American with Disabilities Act (ADA), United States Consumer Product Safety Commission (USCPSC) standards and American Society for Testing and Materials (ASTM) guidelines. The City will select an architect with the experience needed for successful completion of the project.

Cost for preparation of proposals will be the sole responsibility of the landscape architect and will not be paid for by the City. The method of selection will be in accordance with City policy using qualifications-based rankings, as described in Section 6.

### **2. DESCRIPTION OF IMPROVEMENTS AND SCOPE**

The playground consists of two play areas, one for pre-school (2-5 years) and one for school age children (5-12 years). A playground equipment supplier chosen by the City will develop the specific elements of the design. The design will be presented at neighborhood meetings and to the Parks and Recreation Commission.

### **3. CERTIFICATION**

California Registered Landscape Architect  
National Playground Safety Institute Certified Playground Inspector

### **4. BASIC SERVICES**

The Landscape Architect will provide the City the following Basic Services:

- Design of playground modifications, including but not limited to concrete work, drainage, irrigation and planting.
- Coordinate play equipment design with the playground supplier chosen by the City.
- Provide inspection and construction support activities during construction phase of the project if needed.
- Provide Playground Safety Inspections as required for compliance with the California Playground Safety Regulations.
- Meet with City and vendor staff to review understanding of project requirements.
- Review existing plans, surveys, utilities connections and other information available of the park.
- Visit the site to investigate existing site conditions to identify opportunities and constraints and verify the presence of existing utilities and points of interest.

- Prepare plans to City standards on 24" x 36" sheets.
- Prepare all specifications to City standards.
- Prepare and submit 95 percent complete construction drawings and technical specifications. This submittal is to include biddable, completely detailed and comprehensively specific information sufficient for construction and for the achievement of a high-quality project within the confines of public agency (low bid) construction work.
- Review plans and estimates with City staff and incorporate requested revisions.
- Work with City Engineer to complete 100 percent bid documents. The construction documents must be signed by a person licensed to practice landscape architecture in the State of California who will assume responsibility for the design.

## 5. PROJECT BUDGET

The Klein Park playground equipment replacement project has been funded by the City and the Community Development Block Grant (CDBG) Program.

The total project budget, including equipment, design, City administration, inspection and testing and construction, is \$148,700.

## 6. SELECTION PROCESS

A selection team for the project will evaluate the proposals submitted and assign each firm's proposal a numerical ranking. Based upon this evaluation, the City may choose to invite two or more firms for an oral interview to clarify their proposals, approaches, experience and qualifications to handle this project. At the conclusion of such interviews (or if a best-qualified firm is selected without the need for interviews), the City will enter into contract negotiations with the top-ranked firm. If the negotiations are unsuccessful, the City will then undertake negotiations with the second-ranked firm. The selection process will be completed when a contract is executed.

## 7. SELECTION CRITERIA

Some of the main criteria for selection of a landscape architectural firm for this project are listed below, not necessarily in order of importance:

- Range of experience in performing similar work, including publicly bid neighborhood parks.
- Demonstrated success on previous projects, especially projects of similar scope, including quality of work, completeness of plans and specifications.
- Understanding of the project assignment and proposed work program for carrying out the assignment.
- Qualification of key staff person who will carry out the project.
- Capacity to provide professional liability insurance in the required amount.
- Reference recommendations.
- Ability to perform services within the project time frame given by the City.

## 8. SUBMISSION OF PROPOSALS

The complete proposal (two parts) shall be submitted in a sealed envelope plainly marked, "PROPOSALS FOR KLEIN PARK, PROJECT 05-46, ATTENTION: JACK SMITH." The envelope shall show the name and business address of the proposer.

Proposals shall be received at the Shoreline at Mountain View desk, Rengstorff House-Second Floor, 3070 North Shoreline Boulevard, Mountain View, California no later than 4:00 p.m. on December 13, 2004. Each prospective landscape architect is encouraged to visit the project site prior to developing a submittal. Any questions regarding the project or arrangements for site visits may be directed to Jack Smith, Shoreline Division, at (650) 903-6074.

The City of Mountain View reserves the right to reject any or all proposals and to waive any and all irregularities to choose the firm which, in its opinion, best serves its interests. The City will not be liable for any costs incurred by the proposers incidental to the preparation and presentation of qualifications in the proposal or in oral interviews.

## 9. PROPOSAL FORMAT

The proposal is to consist of two parts. Part 1 shall be a statement of the proposer's understanding of the project and proposer's approach to accomplishing the design and related services necessary to its completion. Part 2 shall be a fee proposal which will not be part of the criteria by which qualifications are ranked. Two copies of Parts 1 and 2 shall be submitted.

### A. PART 1

The proposal should not exceed five (5) pages, excluding Table of Contents, cover letter, biographies of the firm's principals, proposed staff for this project, graphic materials relating to similar projects and promotional brochures. Proposals should address, at a minimum, the following points:

1. Explain the general background, qualifications and organizational structure of the firm and describe any special knowledge or capabilities material to the project that exist within the firm.
2. Outline the proposed approach to the Scope of Services, including organization and scheduling of tasks to be performed.
3. Identify the principal staff who will be assigned to this project and provide a work history for key personnel.
4. Discuss the specific recent experience of the firm in providing landscape architectural services for projects with similar components (playground-related and handicap accessibility compliance). List locations,

descriptions, construction costs (inclusive of both bid/contract prices and final construction costs) and names, addresses and telephone number of owner/client references.

5. Describe the ability of the firm to perform services within the project time frame.
6. Indicate the location of the office(s) where work will be carried out, not including the job site.
7. Submit evidence of insurance required hereinafter.

B. PART 2

The separate fee proposal submitted should be contained in a sealed envelope within the proposal package and marked with the additional title, "Fee Proposal." The elements of the fee proposal shall include the following:

1. A not-to-exceed fee (lump sum) for Basic Services. This includes 3 meetings with staff.
2. A suggested allowance for Additional Services with a list of possible services not covered in Basic Services which would be compensated for an hourly rate basis after City review and acceptance of a proposal thereof.
3. An hourly rate schedule, valid for a period of twelve (12) months following the contract execution date, for each person who will be working on the project.
4. Any hourly rate schedule valid during the term of the agreement for each additional City staff meeting and public meeting.

The fee proposal will not be used as the sole selection criterion. In negotiating a contract with successful firm, refinements to fee, scope and schedule will be jointly determined. A sample of the City's standard contract is included in the appendices.

10. WARRANTY

- A. Based on the approved Design Development documents and any further adjustments in the scope or quality of the project or in the project budget authorized by the City, the landscape architect shall prepare, for approval by the City, Construction Documents consisting of drawing and specifications which are adequate and accurate for the purpose intended and which set forth in detail the requirements for the construction of the project.

- B. The landscape architect expressly warrants the adequacy, fitness, completeness, suitability and correctness of the Construction Documents, and the conceptual Design and Design Development Documents on which they are based and acknowledges and agrees that approval of these documents by the City in no manner whatsoever relieves the landscape architect of responsibility for their adequacy, fitness, completeness, suitability and correctness.
- C. Notwithstanding any other provisions thereof, the landscape architect agrees to indemnify the City and hold the City harmless from any and all claims, damages, losses and expenses (specifically including, but not limited to, court costs and attorneys' fees) arising out of, or resulting from, the landscape architect's acts or omissions in connection with the project and the landscape architect shall have the same legal responsibility to the City as the City has, or may have, to the contractor or others arising out of, or resulting from, the acts or omissions of the landscape architect.

## 11. INSURANCE REQUIREMENTS

### A. DEFINITION

For the purposes of this proposal and/or subsequent contract, the following definition applies: The City of Mountain View includes the duly elected or appointed officers, agents, employees and volunteers of the City of Mountain View, individually or collectively.

### B. COMPREHENSIVE GENERAL AND AUTOMOTIVE LIABILITY

The landscape architect agrees to obtain and maintain, during the terms of the contract, comprehensive general and automotive liability insurance protecting the landscape architect in the amount of not less than One Million Dollars (\$1,000,00) per occurrence, including bodily injury and property damage as combined single limit or equivalent. Such insurance shall name the City of Mountain View, as defined above, as additional insured and may be project-specific. Coverage shall be in accordance with the limits specified above and the provisions indicated herein. Claims-made policies are not acceptable. When an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall not be cancelled or materially altered to reduce coverage without giving the City at least thirty (30) days advance written notice of such cancellation or change, and it shall be the responsibility of the landscape architect to notify the City of such change or cancellation.

### C. CERTIFICATES OF INSURANCE WITH ENDORSEMENTS

The landscape architect shall file the required original Certificate of Insurance with endorsements prior to commencement of work under the contract. The certificate shall be subject to the City's approval and shall clearly state:

1. Policy number; name of insurance company; name, address and telephone number of the agent or authorized representative; project name and number (Klein Park, Project 05-46); policy effective date; policy expiration date and specific coverage amounts.
2. That thirty (30) days notice of cancellation of the policy shall apply.
3. That the landscape architect's insurance is primary.

D. WORKERS' COMPENSATION INSURANCE

The landscape architect agrees to and shall obtain and maintain statutory Workers' Compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident and furnish City with a certificate showing proof of such coverage.

E. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)

The landscape architect agrees to obtain and keep in force during the term of the contract professional liability insurance covering any loss arising out of or related in any manner to the errors, omissions or negligent acts of landscape architect, its employees, agents, architects, engineer and/or individual contractors in a minimum amount of One Million Dollars (\$1,000,000).

F. DEDUCTIBLES, SELF-INSURED RETENTIONS AND PROOF OF INSURANCE

Prior to commencing any work pursuant to any contract hereunder, deductibles and self-insured retentions must be stated on insurance policies and Certificates of Insurance.

L. ABSENCE OF INSURANCE

The absence of in-force insurance or the reduction below coverage limits required herein shall cause all work on the project to cease and any delays or expenses caused due to stopping of work and change or insurance shall be considered as the landscape architect's delay, which shall not be construed to increase cost to the City or increase the time in which the project shall be completed.

H. INSURANCE COMPANIES

Insurance required under the contract to be executed must be from insurance companies admitted in California and rated at least A:VII in *Best's Insurance Guide* or, if not admitted in California, from companies rated at least A:VII in the

*latest Best's Insurance Guide* or from such other insurance companies as are acceptable to City in its sole and unfettered decision.

## 12. MINORITY BUSINESS ENTERPRISES

Federal Executive Orders 12432 and 11625 require that Minority Business Enterprises (MBE) be encouraged in programs and activities (such as the Klein Park project) that are receiving Federal funds. Executive Order 12432 requires the City to prepare an annual report on MBE achievements. The City of Mountain View is, therefore, requesting the following voluntary information in order to comply with this Federal requirement. If the submittal includes multiple firms in a joint venture or other relationships, each firm should be identified separately.

- Contractor name and address
- Identification number (employer IRS number)
- Is this a woman-owned business?
- Business racial/ethnic code: (Enter the numeric code which indicates the racial/ethnic character of the owner(s) and controller(s) of .51 percent of the business. When 51 percent or more is not owned and controlled by any single racial/ethnic category, enter the code which seems most appropriate. (1) White; (2) Black; (3) Native American; (4) Hispanic American; (5) Asian/Pacific American; or (6) Hasidic Jew.

## 13. FEDERAL REQUIREMENTS

Because the Klein Park project is receiving Federal Community Development Block Grant (CDBG) funds, the consultant and consultant's subcontractors will be required to comply with applicable Federal laws, regulations and procedures pertaining to the use of CDBG funds. Also, the project will need to be designed to comply with CDBG standards for accessibility and any other pertinent requirements. Attached to the sample agreement is a listing of Federal requirements.